



Request For Qualifications for Information Technology Services

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Chief Information Officer
Information Services Department
County of San Bernardino**

**Contract Administration
670 E. Gilbert Street
San Bernardino, CA 92415-0515
(909) 388-5500**

RFQ ISD 05-01

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I. INTRODUCTION

A. Purpose

The County of San Bernardino Information Services Department (ISD), hereafter referred to as the "County", is seeking applications from interested and qualified contractors to establish a list of qualified contractors who will provide Information Technology Services for County Departments. The list of qualified contractors created through this Request for Qualifications (RFQ) will remain valid for a three-year period, beginning in May 2005 and ending in April 2008.

B. Minimum Contractor Requirements

All Contractors must:

1. have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
2. have the ability to maintain adequate files and records and meet statistical reporting requirements.
3. have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
4. meet other presentation and participation requirements listed in this RFQ.

C. Correspondence

All correspondence, including applications, are to be submitted to:

County of San Bernardino
Information Services Department
ATTN: Contract Administration (RFQ ISD 05-01)
670 E. Gilbert Street
San Bernardino, CA 92415-0515

D. Qualifications Application (QA) Submission Deadline

All applications must be received at the address listed in Paragraph C of this Section no later than 4:00 p.m. on Friday, April 29, 2005. Facsimile or electronically transmitted applications will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late applications will not be considered.

II. QA TIMELINE

1. Deadline for submission of questions Friday, April 22, 2005

- | | |
|--|-------------------------------------|
| 2. Deadline for QA Submission | Friday, April 29, 2005 at 4:00 p.m. |
| 3. Send award/denial letters to Contractor | Friday, May 13, 2005 |
| 4. Deadline for protests | Friday, May 20, 2005 |
| 5. Tentative date for Board Approval of Qualified Contractors. | Tuesday, May 31, 2005 |

Note: Any clarifications, including answers to proposers' questions, will be posted on the San Bernardino County, Purchasing Dept. website at: www.co.san-bernardino.ca.us/purchasing/

III. QA CONDITIONS

A. Contingencies

Funding for this program is contingent on the availability of funding to the County. This RFQ does not commit the County to award a Contract. The County reserves the right to accept or reject any or all QA's if the County determines it is in the best interest of the County to do so. The County will notify all Contractors, in writing, if the County rejects all QA's.

B. QA Submission

To be considered, all QA's must be submitted in the manner set forth in this RFQ. It is the Contractor's responsibility to ensure that its QA arrives on or before the specified date and time. All QA's and materials submitted become the property of the County.

C. Inaccuracies or Misrepresentations

If, in the course of the RFQ process or in the administration of a resulting contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contractor may be terminated from the RFQ process. Or, in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the county is entitled to pursue any available legal remedies.

D. Incurred Costs

This RFQ process does not commit the County to pay any costs incurred in the preparation of a QA in response to this request and Contractor agrees that all costs incurred in developing this QA are the Contractor's responsibility.

E. Negotiations

The County may require the potential Contractor(s) selected to participate in

negotiations, and to submit revisions to pricing, technical information, and/or other items from their QA's as may result from these negotiations.

F. Level of Service

The County cannot guarantee any project assignments or the award of a contract to any qualified Contractor as a result of this RFQ.

G. Final Authority

The final authority to approve the qualified Contractors or to award a Contract to any Contractors rests solely with the County of San Bernardino Board of Supervisors.

IV. PROGRAM REQUIREMENTS

A. Definitions

1. Qualifications Application (QA): The document used to evaluate interested and qualified applicants (Attachment B). After eliminating respondents who do not meet the criteria of the RFQ, selection will be based on determination of which QA will best meet the needs of the County and the requirements of this RFQ.
2. Qualified Contractor List: The list of contractors identified through this RFQ process that have been found capable of performing the services necessary to fulfill the County's Information Technology Services needs.
3. Unit of Service: The value of Professional and Technical Services rendered stated in terms of units (example: per hour, per computer).

B. Background

The County of San Bernardino, California is the largest geographical county in the continental United States, encompassing over 20,000 square miles. The County borders Los Angeles, Riverside, Orange and Kern Counties. The current population is over 1.6 million, the majority of which are located in the southwest portion of the County.

San Bernardino County government is made up of various Departments including, but not limited to, the Human Services System, Department of Public Works, Sheriff's Department, and the Information Services Department.

The County's Information Services Department is responsible for providing a variety of professional information technology (IT) and communication services to all County departments, special districts, and other federal, state and local government agencies. While the Department's professional staff maintains a variety of the skill levels needed to meet the expectations of their large customer base, the use of contractors to augment their project teams has become a necessity.

On March 12, 2002, the County of San Bernardino Board of Supervisors approved three-year contracts with six (6) firms to provide IT professional services to the County. These contracts expired on March 15, 2005. Many County Departments, including the Information Services Department, continue to have a need to contract for qualified professionals to provide programming, database design, and project management professional services in addition to LAN, desktop and network server support in order to meet information technology workload requirements. Therefore, the County is seeking to create a list of qualified contractors who will provide Information Technology Services to County Departments.

C. Program Description

1. Program Objective:

The purpose of this RFQ is to identify contractors that can provide the County with the necessary IT resources to meet the varied needs of County Departments. This will be accomplished by creating a list of contractors who have been qualified (through this RFQ) to provide County Departments with the appropriate technical and professional staff to assist in the development and implementation of its IT projects.

2. Program Requirements:

Service Types for Professional Services

- a. Application Development
 - 1) Mainframe (IBM Z/890)
 - 2) Client/Server (Microsoft Visual Basic)
 - 3) Internet
 - 4) Specialized Skills (e.g. PeopleSoft, GIS, Graphics, FileNet)
- b. Project Management
- c. Business Consulting
- d. Database Design and Administration (e.g. DB2, Microsoft SQL Server, Oracle)
- e. Systems Programming

Service Types for Technical Services

- f. LAN Support
- g. Desktop Support
- h. Network Server Support (e.g. Exchange, SQL, IIS)

Assignment Types

Contractors that are qualified through this RFQ may be requested to

provide Professional or Technical services on IT projects for the County. Each of these service types is described below:

The **Professional Service** assignment is a fee for service assignment whereby the assignee will work on one or more phases of a computer systems development project. The service unit under this assignment type is hourly.

Under this service type, County Departments will provide oversight for all activities related to the project. The oversight function has, at minimum, the following responsibilities:

- Review of all proposed modifications to the project.
- Review of all requested extensions in periods of performance.
- Evaluate contractor performance and approval of invoices.
- Act as liaison between the contractor and County in matters relating to policy, information, and procedural requirements.
- Mediate any disputes that arise between the contractor and County staff.

The **Technical Service** assignment will also be a fee for service assignment, however, the service unit can be hourly or per computer. The project areas and required job classifications/skill set will be set forth on the contract/work order to be issued under the terms and conditions of any agreement resulting from this RFQ.

Under this service type County Departments will directly supervise any personnel assigned by the contractor. The supervision function has, at minimum the following responsibilities:

- Mediate possible disputes that may arise between contractor staff and County staff.
- Coordinate and monitor the work performance of contractor personnel assigned to specific project areas.
- Supervise the particular tasks to which hourly personnel are assigned.
- Evaluate work performance and approve all invoices submitted.
- County Departments have the right to disapprove of personnel, an of proposed changes in personnel and to request the substitution, replacement, or termination of personnel.

3. Program Considerations:

Fee Schedule

The County has identified a maximum fee schedule for each of the required service types contracted for under the hourly service assignment. The County will not pay more than the amounts listed below for the first year

(May 2005-March 2006), however Contractors may offer reduced rates. The maximum hourly rates for the first year with an hourly service unit are as follows:

Professional Services

Application Developer

Mainframe (IBM Z/890)	\$ 81.00
Client/Server (Microsoft Visual Basic)	\$ 145.00
Internet	\$ 85.00
Specialized Skills (e.g. PeopleSoft, GIS, Graphics, FileNet)	\$ 145.00

Project Managers \$ 135.00

Business Consultants \$ 100.00

Database Designers and Administrators
(DB2, Oracle, Microsoft SQL Server) \$ 115.00

Systems Programmers \$ 150.00

Technical Services

Desktop Support \$ 50.00

LAN Support \$ 85.00

Network Server Support \$ 120.00

Beginning May 2006 hourly service units may be adjusted, at the discretion of the County, up to a maximum of 5% of the previous year's rate as determined by the market.

Office Space

Whenever possible, the County will provide contractor staff working onsite desk space/workstations, computer time, documentation, and access to conference rooms that are deemed by the County as being appropriate for the work assignment.

Disclosure Of Information/Confidentiality

Any Contractors added to the Qualified Contractor List for IT Services through this RFQ shall treat County Department documentation and data, in confidence, according to standards acceptable to County Departments. Additionally, personnel shall not disclose or discuss pay rates with other employees, subcontractors, or others not having a need to know --- payment rates shall remain entirely confidential. The contractor's staff assigned to work with the County's data shall be subject to the County's approval and will be contingent upon the staff's ability to pass a security check.

Confidentiality of all programs, records, financial affairs, County relations to its customers and its employees, as well as any other information which has been specifically classified as confidential by the County shall be considered confidential and kept confidential by contractor and contractor staff, agents or employees.

Ownership and Use of Data and Results

All materials and information developed under this agreement shall become the sole property of the County.

V. CONTRACT REQUIREMENTS

A. General

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.

2. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

3. Change of Address and/or Telephone Number

Contractor shall notify the County in writing of any change in mailing address and/or telephone number within ten (10) days of the change.

4. Contract Assignability

Under no circumstance shall a contract be assigned by Contractor either in whole or in part.

5. Subcontracting

Contractor may enter into subcontracting agreements for work contemplated under any contract resulting from this RFQ, provided that the contractor remain responsible for the complete and proper performance of all services provided.

6. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the Board of Supervisors and Contractor.

7. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent,

now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

8. Attorney Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under the Contract.

9. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding qualification. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

The County, by written notice, may immediately terminate any contract resulting from this application process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, agent of the County with respect to the application and qualification process. The prohibition shall also apply to any amendment, extension or evaluation process once a contract has been awarded. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Agreement.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

10. Records

The Contractor shall make available and furnish said records to the County when requested.

11. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

12. Recycling Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

13. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

14. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing and by telephone to the County.

15. Request for Security Clearance

Upon selection of applicant, applicant shall complete and furnish to the San Bernardino Sheriff Records and Identification Division the Request for Security Clearance for the purpose of conducting a criminal records check. Where convictions are shown to be related to the position sought and to future performance, an applicant's criminal conviction can be used as a basis for eliminating the applicant from the selection process. All circumstances will be considered prior to the decision to reject an applicant.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any

and all claims, actions, losses, damages, and/or liability arising from Contractor's acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a) Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Worker's Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b) Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c) Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

Except for the Errors and Omissions Liability and Professional Liability,

Contractor shall required the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

8. Failure to Procure/Show Proof of Insurance

Failure on the part of any contractor to procure or maintain the required insurance shall be considered a material breach of contract upon which the County may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid

by the contractor to the County upon demand or the County may offset the premiums against any monies due to the contractor from the County.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

Records of the Contractor which do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

VI. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 1000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including

laws and regulations hereafter enacted.

The contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from ISD Contract Administration.

VII. FORMER COUNTY OFFICIALS

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to this RFQ being deemed non-responsive.

VIII. QA SUBMISSION

A. General

1. All interested Contractors must submit a Qualifications Application (Attachment B) for consideration. By submitting the application, the Contractor indicates that the RFQ has been read and fully understands the entire RFQ, including all appendices, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFQ have been satisfied.

Applications must be received no later than the date and time at the designated location as specified in Section I, Paragraph D – Qualifications Application (QA) Submission Deadline.

B. QA Presentation

1. An original and seven unbound copies of the written QA are required. The original copy must be clearly marked "Master Copy". If one copy of the QA is not clearly marked "Master Copy", the QA may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the QA, the QA may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked

with the Contractor's name and "CONFIDENTIAL – Information Technology Services, RFQ ISD 05-01".

- 3 All QA's must be submitted on 8 1/2" by 11" recycled paper. QA's must be typed or prepared with word processing equipment and double-spaced. Type face must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.
4. Subcontractor Information - If a Contractor plans to subcontract any portion of the service delivery described in the RFQ, include a written justification for subcontracting.
5. Insurance - Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements.

IX. QA EVALUATION AND SELECTION

A. Evaluation Criteria

1. Initial Review - All QA's will be initially evaluated to determine if they meet the following minimum requirements:
 - a) The QA must be complete, in the required format, and be in compliance with all the requirements of this RFQ.
 - b) Prospective contractors must meet the requirements as stated in the Minimum Contractor Requirements as outlined in Section I, Paragraph B.

Failure to meet all of these requirements may result in a rejected QA. No QA shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Contractor will be notified of the deficiency in the QA and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the QA.

2. Evaluation – QA's meeting the above requirements will be evaluated on the basis of responses provided in Attachment B.

Selection will be based on determination of which QA will best meet the needs of the County and the requirements of this RFQ.

B. Protests

Contractors may protest the recommended approval, provided the protest is in writing, contains the RFQ number, is delivered to the address listed in Section I-C of this RFQ, and is submitted within seven (7) calendar days of the date on the notification of intent to award.

Grounds for a protest is that the County failed to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or

amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the Chief Information Officer for the County of San Bernardino, Leyden L. Hahn, or his successor.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

C. Final Approval

Any Contract resulting from this RFQ will be awarded by final approval of the San Bernardino County Board of Supervisors.

ATTACHMENT A

CONFIDENTIALITY STATEMENT

As an employee or subcontractor _____, who is thereby involved with work pertaining to county services, you may have access to confidential data pertaining to persons and/or other entities that receive services from the County of San Bernardino. The County of San Bernardino has a legal obligation to protect all confidential data and especially data concerning health, criminal and welfare recipient records. The County must ensure that you too will protect the confidentiality of all data. Consequently, your signature on this confidentiality agreement is a condition of your performance of work for the County. Please read the agreement and take due time to consider it prior to signing.

CONFIDENTIALITY AGREEMENT:

I hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant to the contract between _____ and the County of San Bernardino, Information Services Department. I also agree to keep the rate of payment I am receiving for this work entirely confidential, and not to disclose or discuss this information with anyone not having a need to know.

I agree to forward all requests for the release of information by me to my designated County Department Project Manager.

I agree to keep confidential all design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced, created or provided to or by me pursuant to the agreement between my employer and the County of San Bernardino. I agree to protect these confidential materials against disclosure to anyone other than _____ or county employees who have a need to know the information.

I agree to keep confidential any proprietary information supplied to me by other county vendors during my employment with _____.

I agree to report any and all violations of the above by any other person and/or by myself to my designated County Department Project Supervisor.

I agree to return all confidential materials to my designated County Department Project Manager upon termination of my employment with _____, or completion of the presently assigned work order, whichever occurs first.

NAME: _____
(Signature)

DATE: _____

NAME: _____
(Print)

COUNTY AGREEMENT NO.:



ATTACHMENT B
QUALIFICATIONS APPLICATION
REQUEST FOR QUALIFICATIONS (RFQ)
IT SERVICES

RFQ ISD 05-01

1. Submitted by (Applicant's Legal Name or
Legal Name of Organization): _____
2. Business Address: _____
3. Telephone Number: _____
4. Contact Person: _____ Title: _____
5. By submitting the Qualifications Application in response to the RFQ for IT Project Augmentation, the applicant or organization agrees with the following statements:
 - a. All costs for developing and completing the Qualifications Application and supporting documents are the responsibility of the applicant or organization and will not be chargeable to the County of San Bernardino.
 - b. The Qualifications Application and supporting documents submitted become the property of the County.
 - c. It is understood this RFQ, Qualifications Application and any and all supporting documents are open to public inspection under provisions of law.
6. The undersigned affirms all statements made in this application are true and complete to the best of his/her knowledge.
7. The undersigned agrees to maintain adequate files and records and meet statistical reporting requirements.
8. The undersigned agrees to Abide by all contract requirements listed in Section V-Contract Requirements.
9. I hereby affirm I am duly authorized by the governing body to legally bind the applicant organization to the terms and conditions specified herein.

(Authorized Signature)

(Print Name Here)

(Title)

Organization Name, (if applicable)

(Date)

Please complete each of the following questions. If an explanation is required and there is not enough space provided herein, please attach additional sheets. All additional sheets must contain the RFQ name "IT Services–RFQ ISD 05-01", the applicant/organization name, and reference the appropriate question number.

1. Please indicate the service(s) the applicant/organization propose to provide the County by checking the appropriate box(es) below:

Professional Services:

- | | |
|--|---|
| <input type="checkbox"/> Application Development | <input type="checkbox"/> Database Design/Administration |
| <input type="checkbox"/> Project Management | <input type="checkbox"/> Systems Programming |
| <input type="checkbox"/> Business Consultation | |

Technical Services:

- ☐ LAN Support
- ☐ Desktop Support
- ☐ Network Server Support

2. Please indicate for each service, your agreement to remain within the specified maximum as indicated in Section IV, Paragraph C, Item 3 of the RFQ by initialing in the appropriate boxes below.

Service	Agree to Adhere to Maximum Fee	Maximum Hourly Fee Accepted by County
Application Development		
Mainframe	_____	\$ 81.00
Client/Server	_____	\$ 145.00
Internet	_____	\$ 85.00
Specialized Skills	_____	\$ 145.00
Project Management		\$ 135.00
Business Consultation		\$ 100.00
Database Management/ Administration		\$ 115.00
Systems Programming		\$ 150.00
LAN Support		\$ 85.00
Desktop Support		\$ 50.00
Network Server Support		\$ 120.00

3. Is the applicant/organization adequately staffed and trained to perform the required services or can they demonstrate the capability for recruiting such staff?

☐ Yes

☐ No

Briefly explain:

4. Does the applicant/organization have any experience providing IT Services to governmental agencies?

☐ Yes

☐ No

Briefly describe:

5. Please indicate the applicant/organization's availability on the chart below.

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hours							

6. Please indicate the region(s) the applicant/organization proposes to serve by checking the appropriate box(es) on the chart below.

Region	Representative Cities	Region Served?	
West Valley	Rancho Cucamonga, Ontario, Fontana	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Central Valley	Rialto, Bloomington	<input type="checkbox"/> Yes	<input type="checkbox"/> No
East Valley	San Bernardino, Colton, Highland, Redlands	<input type="checkbox"/> Yes	<input type="checkbox"/> No
High Desert	Apple Valley, Barstow, Hesperia, Victorville,	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Low Desert	Joshua Tree, Yucca Valley	<input type="checkbox"/> Yes	<input type="checkbox"/> No

7. Please list any licenses and/or certificates held that are relevant to the services proposed and length of experience.

	< 1 Year	1-3 Years	3 Years±
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. Is the applicant/organization currently involved in any litigation in connection with any other type of IT Services contract(s)? If yes, please explain.
- ☐ Yes ☐ No
9. Has the applicant/organization had a contract unwillfully terminated during the past two years? If yes, please explain.
- ☐ Yes ☐ No
10. If the Qualifications Application is submitted under an organization name, is the organization currently **delinquent** in paying its State/Federal payroll taxes? If yes, please explain.
- ☐ Yes ☐ No
11. Is the applicant/organization affiliated with any Former County Officials as defined in Section VII of this RFQ? Is yes, name them and identify the relationship.
- ☐ Yes ☐ No
12. Does the applicant/organization have the administrative and fiscal capability to provide and manage the proposed services and to ensure and adequate audit trail?
- ☐ Yes ☐ No